IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

THE HON'BLE MR JUSTICE N.V. RAMANA

WRIT PETITION NO : 3417 of 2006

DATED: 4.9.2006

Between:

P.Anand Bhargava **petitioner**

And

The Director of Medical and Health Services,
Koti, Hyderabad and another **Respondents**

THE HON'BLE SRI JUSTICE N.V.RAMANA

WRIT PETITION NO. 3417 OF 2006

ORAL ORDER:

The present writ petition is filed seeking the following relief against the second respondent- a limited company.

> "……..declaring the action of the second respondent in asking the petitioner to resign to his job without assigning any reasons and without conducting any enquiry as illegal, arbitrary, in violation of Principles of natural justice and in violation of Article 14 and 21 of the Constitution of India and consequently direct the second respondent company to continue the petitioner as a permanent employee of the second respondent company with continuity of services and attendant benefits…."

The petitioner herein vide letter dated 27.4.1992 was retained as Medical Officer in the second respondent company subject to certain terms and conditions. Subsequently from time to time the said contract was extended subject to enhancement of retainer fee. The last extension of contract is by letter dated 27.5.2005 whereby the retainer-ship of the petitioner was extended for one year from 1-6-2005 to 31.5.2006 at an enhanced fee of Rs.20,400/- per month plus conveyance reimbursement of Rs.2000/- per month. The petitioner alleges that he requested the authorities to permanently engage him and the second respondent prolonged the matter and now without assigning any reasons is forcing the petitioner to resign from the duty. Hence, the present writ petition.

The second respondent filed a counter affidavit taking a preliminary objection with regard to maintainability of the writ petition

and contended that the second respondent is engaged in the business of manufacture and sale of cigarettes, will not involve any public function and is not amenable to writ jurisdiction. It is further stated that there is no relationship of employer and employee between the petitioner and the second respondent and it is only a contractual agreement terminable at any time. It is specifically stated that the petitioner has submitted his resignation out of his own free will and volition for his personal reasons vide letter dated 6.1.2006 and the same was accepted and acceptance was communicated to petitioner vide letter dated 27.1.2006.

Heard learned counsel for petitioner, learned Government Pleader and Mr.C.R.Sridharan for second respondent.

The relief sought for in the present writ petition is against second respondent company, against which a writ does not lie. That apart, the dispute arises out of a contractual agreement and the writ petition involve factual aspects inasmuch as the petitioner contends that the management is forcing him to resign without any reason and on the other the management contends that the petitioner on his own volition has submitted resignation on 6.1.2006 and the same was accepted and communicated to petitioner on 27.1.2006. This Court does not adjudicate the disputed questions of facts arising out of contractual obligations in its jurisdiction under Article 226 of the Constitution of India.

For the foregoing reasons the writ petition fails and accordingly, the same is dismissed. No costs.

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N.V.RAMANA,J

DATE: 4-9-2006
TVK

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